

Supply Order No. 11100132420195 Dated 14/12/2020



WESTERN COALFIELDS LIMITED  
(A SUBSIDIARY OF Coal India Limited)  
CIN U10100MH1975GOI018626

MATERIALS MANAGEMENT WING, COAL ESTATE, CIVIL LINES,  
NAGPUR – 440 001.

PHONE : PBX : 0712-2611381, 2510691 Extn : 5587 Fax : 0712-2510284

Supply Order No.: 11100132420195

DT: 14.12.2020

**SUPPLY ORDER**

To  
M/s. SAI DEEPA ROCK DRILLS PVT.LTD  
Plot no.106 & 107, Phase-II,  
IDA Chelapally,  
HYDERABAD – 500 051  
TELANGANA

BY REGISTERED POST  
Phone : 9422113576  
VENDOR CODE :535003  
VENDOR TYPE: MSE / Private  
Email- SANJEEV@SAIDEEPA.COM

Dear Sir,

**Sub : Order for Supply of Tricone Rock Roller Drill Bits.**

- Ref : 1. Our Tender No. hq-pur-sp-ra-e078-2020-21, opened on 30.09.2020;  
Tender Id: 2020\_WCL\_182043\_1 [e-office file no.201545]  
2. Your Online offer on portal dated 27.09.2020 under Bid id: 561599.

This has reference to above. We are pleased to Place **FORMAL ORDER** on you for Supply of Tricone Rock Roller Drill Bits as per specifications, rates, terms and conditions as stipulated below & general terms & conditions enclosed:

NIT Sr. No	Description	Unit	Qty. Nos	Rate per Unit in Rs.	GST @ 18%	Extended value in Rs.	Total Amount in Rs.
3.	Tricone Rock Roller Drill-Bits 9.7/8" Milled Tooth, Air blast jet circulation, Air blast jet circulation, with 6-5/8" API regular pin connection, suitable for hard and abrasive formation like quartzite , iron ore , laterite etc including coal bearing overburden formation with suitable air nozzle of appropriate size for drilling in medium / hard / overburden /coal	No	70	45,300.00	8,154.00	53,454.00	37,41,780.00

[Total Value: Rupees Thirty-Seven Lakh Forty-One Thousand Seven Hundred & Eighty Only.]

Make of Drill Bits: SDRD - STRR - 9 7/8" SD33

Manufacturing Location: 106 IDA, PHASE-II, CHERLAPALLY, HYDERABAD, TELANGANA - 50005 1

**OTHER TERMS & CONDITIONS**

- PRICES:** The above Prices are FIRM and on FOR Destination basis, inclusive of P&F & Freight & insurance. Safe arrival of consignment at destination stores shall be your responsibility.
- GST:** GST shall be payable extra as applicable within stipulated delivery period. You shall submit GST compliant invoice as per GST act enabling WCL to avail ITC. The present rate of GST is @18%. You shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (if any) borne by WCL shall be recovered from You.
- TCS:** TCS will be paid as per rules

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[Signature]

4. **Delivery** : The delivery schedule shall be as under :

Drill bit size	Delivery within 2 months of placement of supply order	Delivery within 3 <sup>rd</sup> to 4 <sup>th</sup> months of placement of supply order
9.7/8" MT	35	35

**No material to be supplied without delivery extension. Request for extension of delivery period to be made within the schedule delivery period. Even if the materials are unloaded at the Stores, the same shall be at the risk and cost of the supplier and shall not be accepted unless the supplier has obtained the extension of delivery period.**

**Grace Period** : A grace period of 25% of original delivery period or 21 days, whichever is earlier, unless specifically disallowed will be applicable.

Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities shall make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.

The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for deliveries and not for offering stores for inspection ( in cases of pre- dispatch inspections) which should be made within the original delivery period or the re-fixed date of delivery.

If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser is bound to accept the stores even though the inspection was completed after the delivery date.

The grace period will only apply to the original contract delivery period/refixed delivery period and will not be applicable once an extension of delivery has been granted.

**In case of scheduled delivery period, grace period shall be limited to 25% of original delivery period or 21 days, whichever is earlier, irrespective of delay in particular phase of delivery**

5. **Payment Terms**: 100% payment shall be made within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers bills, whichever is later.
6. **Paying Authority**: General Manger (F)/c, WCL, HQ. Nagpur (MS)-440001.
7. **Consignee**: The Depot Officer, Central Store, Tadali, At- Urjagram, P.O. TADALI, Dist. Chandrapur. (M.S) 442106. GST No: 27AAACW1578LIZW
8. **Mode of Dispatch**: - All the stores securely packed are to be dispatched by road transport to the Consignee on Freight paid basis.  
**e-way Bill** : in the event the delivery of goods by you is on F.O.R. Destination basis, the e-way bill required for movement of the goods is to be initiated and issued by you.
9. **Security Deposit** : You shall furnish Security deposit amount for rupees Rs.3,74,178.00 (Rupees Three Lakh Seventy-Four Thousand One Hundred Seventy-Eight only) i.e. 10% of total order value. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per format enclosed as Annexure-B2 from a RBI Scheduled Bank in India (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
  - a) The Security Deposit shall be in the same currency in which contract is to be signed / Supply order issued. In case of Multi Currency contract separate SDBG in respective currency for required value as above shall be submitted.
  - b) In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

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days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure

**18. EFT Details for payment:**

ACCOUNT DETAILS OF THE BIDDER FOR ELECTRONIC FUND TRANSFER FOR PAYMENTS:	
Name of the Bank and Branch	KOTAK MAHINDRA BANK LIMITED
Address of the Branch of the Bank	Sardar Patel Road Branch, SP RAOD, SECUNDERABAD-500003
Account Number	'700044012578
Nature of Account	Cash credit
IFS Code of the Branch	KKBK0007456

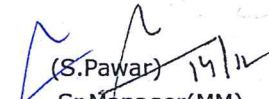
**19. Option Clause: WCL reserves the right to operate Option Clause as provisioned in clause no.26 of section III of NIT.**

**20. Settlement of Disputes through Court of Law of Competent Jurisdiction:** *The Courts in whose territorial jurisdiction the place from where Tenders / contract is being issued is located i.e. Nagpur shall be competent to deal with any matter arising out of this NIT / resultant purchase Order/Contract . Therefore any disputes/claims arising out of the NIT with bidders or arising out of the contract entered into with the suppliers will be subject to the jurisdiction of the Nagpur court of law.*

Unless otherwise specified above, this supply order shall also be governed by our General conditions of Contract-Annex "A" enclosed herewith.

This order is issued with this acceptance. Kindly acknowledge the receipt and proceed for execution of order.

Yours faithfully,

  
(S.Pawar) 14/12  
Sr.Manager(MM)

 14/12/2020  
(K.S.R.Divakar)  
Chief Manager(MM)

Encl: General Conditions of Contract -Annexure- A  
Format for PBG – Annexure-B1  
Format for Security deposit – Annexure B2  
Integrity Pact – Annexure-C

Copy to : 1. GM/AFM/SO(MM)/DEPOT OFFICER, All Areas of WCL.

2. GM(Excv)HOD, WCL(HQ).

3. GM(Finance)I/C, WCL(HQ),

4. Sr. Manager(Finance) CP, WCL(HQ), Nagpur

5. Depot Officer, Central Store Tadali.

6. Chief Manager(MM/Admin), WCL(HQ), Nagpur – The total procurement value is **Rs. 1,89,07,423.20 only**

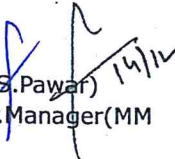
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**Copy To IEM:**

1	Dr. (Ms) Nivedita P.Haran, IAS (Retd)	23, IFS Villas, P- 6 , Bulders Area, Greater Noida-201310	nharan@gmail.com	8943440525
2	Shri A.K.Mohapatra,	Qrs no B-5/9, Unit – 9, Bhoi Nagar, Bhubaneswar 751022	amiyaifs@gmail.com	9437002530

**BC references: Against MB 20-21 of HEMM Drill Bits**

AREA	BC REFERENCE	BC AVAILABLE
NAGPUR	AFM/CGM/NGP/BC/REV/HEMM/A&B/HQ/19-20/P-108/744 DT.22.04.2020	29,07,520.00
UMRER	WCL/UA/HQ/HQ /HEMM SPARES/04/04/2020 DT.06.04.2020	15,36,832.00
MAJRI	RB/MA/GM/16-17/4460/HEMM STORES/006/005 DT. 13.03.2020	10,38,400.00
WANI NORTH	REV/WNA/HQ-A &B/20-21/EXCV/02 DT.04.04.20	27,77,720.00
WANI	RB/WA/CGM/486/20-21/E&M(HQ) Centralised Stores/1 DT.15.03.2020	48,34,696.00
CHANDRAPUR	RB/CHA/AREA/MB/A&B-HEMM STORES/90/02/20-21 DT.17.03.20	42,59,800.00
BALLARPUR	BA/RB/4/175/20-21/HEMM A&B spares DT.03.03.2020	80,59,400.00
	TOTAL from MB 20-21 of HEMM Drill Bits	2,54,13,648.00

  
(S.Pawar)  
Sr.Manager(MM)

  
(K.S.R. Divakar)  
Chief Manager(MM)

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- c) The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply of Materials and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- d) Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- e) Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by the Performance Bank Guarantee clause.
- f) If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity shall be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.
- g) If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by WCL.
- h) In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/ deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
- Note:** For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

**B) The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).**

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE - 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post / Speed Post.

General Manager (MM) I/c  
Materials Management Wing  
Western Coalfields Ltd HQ, Coal Estate, Civil lines  
Nagpur - 440001 Maharashtra

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Any extension / amendments to the BG shall be done following the same procedure as above.

For ready reference and updation of BG in WCL portal, it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV /767COV via SFMS ( Structured Financial Messaging System ) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV /767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to HQ. MM Deptt. by Registered/ Speed Post.

The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to HQ through e-mail at their e-mail id and provide print out of the said message from advising bank with seal and signature, to the Finance Dept, of HQ.

Under SFMS, extension/subsequent amendments to the BG can be done following the same procedure as stated above.

For encashment, the BG shall be placed directly before the issuing bank at Nagpur Branch.

- 10. Performance Bank Guarantee :** You shall furnish a Performance bank guarantee for rupees Rs.3,74,178.00 (Rupees Three Lakh Seventy-Four Thousand One Hundred Seventy-Eight only) for satisfactory performance of supplied item, valid for at least 18 months from the date of **receipt of last consignment against the supply order**, covering the warranty period as per enclosed format at Annexure B1. The bank Guarantee shall be released after successful completion of the guarantee /Warranty period after confirmation from GM(Excv)/HOD,WCL HQ or may be extended as deemed fit. No payment shall be made without submission of PBG. PBG is to be submitted strictly **in SFMS platform as detailed above in clause 9(B) and as well as in paper form.**
- 11. a. Fitment Guarantee:** You shall certify that your products are exact replacement of fully interchangeable to the original parts and will fit and function on the equipment for which these are required without any modification.
- b. Technical support service:** You shall render technical support & services to ensure fitment, proper usage, maintenance and satisfactory performance of Drill Bits supplied by You.
- c. IDENTIFICATION MARKS:** The manufacturer should mark their identification marks or Logo on non wearable surface of the product
- 12. Inspection:** Final Inspection shall be carried out at the destination stores, which will be arranged by the Consignee after receipt of stores.
- 13. A. Lowest Price Certificate Clause:-**You have certified in your offer that the prices quoted are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization
- B. Price Fall Clause: :** "You had undertaken that you had not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded .
- (i) The currency of contract will mean the period till completion of supply.
- (ii) The bidder shall have to submit a copy of the last (latest) purchase order for the similar /ordered item (s) received by them from any Organization / Ministry / Department of the Govt, of India Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization, along with the offer.
- (iii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

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(iv) You shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization. ”

**14. Manufacture's Certificate:** As the order is being placed on the basis of consideration that you are a Manufacturer of the ordered materials, you have to provide a certificate to following effect on the body of each bill. "Certified that the items supplied and included in this bill/invoice are M/s SAIDEIPA ROCK DRILLS PVT LTD, make and have been actually manufactured in our works situated at 106 IDA, PHASE-II, CHERLAPALLY, HYDERABAD, TELANGANA - 500051

**15. GUARANTEE/WARRANTY :** The average guaranteed life is furnished as below:

NIT SN	Drill bit Size	Average Guaranteed Meterage	Minimum Guaranteed Meterage
3	9.7/8" MT	2460	615

- (a) Minimum guarantee meterage : The minimum meterage for each drill bit of each size will be 25% of the avg guaranteed meterage irrespective of its use.  
Each supplied bit shall have to be guaranteed for the above minimum guaranteed meterage of drilling and in case any bit fails before achieving minimum life i.e. minimum guaranteed meterage , replacement of the same will have to be arranged free of cost by vendors within 30 days from date of intimation in this regard by the project in charge (Excv) / Area SO / GM(Excv).
- (b) Average guaranteed meterage: Average meterage of drill bits shall be worked out taking into account only those drill bits , which have achieved minimum guaranteed life. For computing average meterage , the performance of all the bits shall be taken into consideration irrespective of their use in pure OB , Shale & Coal and pure shale and coal meterage shall be converted in OB using the conversion factor of OB:SHALE:COAL :: 1:2:3

The bits which failed before achieving the minimum guaranteed meterage shall not be considered for evaluating actual / average meterage. However, the meterage of free replaced bits shall be taken into consideration for evaluating actual / average meterage.

- (c) **Compensation Clause:** The bits supplied against the order must achieve average guaranteed meterage as given in point no 15b above. In case bits do not achieve the average guaranteed meterage guaranteed as per clause no 15b, You shall have to supply additional drill bits free of cost as compensation to make up the short fall in average meterage.

Intimation regarding drill bits which have not achieved the minimum/guaranteed meterage will be sent to You periodically by the user area/projects. The supplier should visit the area/projects and carry out joint inspection of such drill bits within 60 days from the date of intimation to the supplier, failing which performance so intimated by the user project/area will be treated as final and binding and the replacement /compensation to make up the short fall in average meterage will be calculated accordingly. Thereafter, You shall not demand for the availability of drill bits for joint inspection make goods the less meterage achieved by giving additional replacement bits free of cost as compensation.

In case you fails to supply additional bits, proportionate deduction will be made from the pending / future bills / PBG to recover the amount towards shortfall in guaranteed meterage. The claim for compensation bits , if any , shall be made by GM(Excv)HOD, WCL HQ.

**16. Price Fall Clause:** You had undertaken that you had not offered to supply / supplied / is not supplying same or similar product / system or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded .

- (i) The currency of contract will mean the period till completion of supply.  
(ii) The bidder shall have to submit a copy of the last (latest) purchase order for the similar /ordered item (s) received by them from any Organization / Ministry / Department of the Govt, of India Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization, along with the offer.  
(iii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the

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contract.

(iv) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization. ”.

**17. SUBMISSION OF BILLS :**

For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- a. GST compliant Pre-receipted and stamped Invoice (as per GST rules).
- b. Packing list in original giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- c. Consignment note / RR/ LR in original, if applicable.
- d. Warranty / Guarantee certificate, if applicable.
- e. Manufacturers test certificate, if applicable.
- f. Fitment Certificate, if applicable.
- g. Price fall Certificate
- h. Any other document as specified in the Order.

**18. LIQUIDATED DAMAGES : A)** In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

- (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
- (b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also,
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
- (e) To forfeit the security deposit full or in part.
- (f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

For the purpose of the calculation of the liquidated damages amount, the basic Free Delivery at Site price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

**(B) Denial Clause:**

In case of extension of delivery period, any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation clause.

**19. FORCE MAJEURE CONDITION :** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21

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